

The Healthy Home Limited

Standard Conditions of the Sale of Goods/Supply of Services

The buyer's attention is in particular drawn to the provisions of condition 10.

1. DEFINITIONS

1.1 The following definitions apply in these conditions:

Buyer: the person, firm or company who purchases the Goods or Services from the Company.

Company: The Healthy Home Limited, company number 4757835.

Contract: any contract between the Company and the Buyer for the sale and purchase of the Goods or Services, incorporating these conditions.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

Services: any services agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

2. APPLICATION OF THESE CONDITIONS

2.1 Subject to any variation under condition 2.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document, whether or not such document is referred to in the Contract).

2.2 Any changes or updates to these conditions made by the Company will be effective immediately provided that the amended version is made available to the Buyer. Buyers should read these conditions regularly to ensure that they are aware of amendments.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company. The Buyer acknowledges that it has not relied on any statement made by or on behalf of the Company which is not set out in the Contract.

2.4 Each order or acceptance of a quotation by the Buyer shall be deemed to be an offer to buy Goods or Services subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer or starts to perform the Services.

2.6 The Buyer shall ensure that the terms of its order and any relevant specification are complete and accurate, and shall at its own expense supply the Company with all necessary documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Buyer shall ensure the accuracy of all such material and information.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company dispatches an acknowledgement of order to the Buyer or (if earlier) the Company delivers the Goods to the Buyer or starts to perform the Services. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

2.8 No Contract may be cancelled or amended except with our written agreement and on terms that you shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation

3. **DESCRIPTION**

3.1 The quantity and description of the Goods and Services shall be as set out in the Company's quotation or acknowledgement of order. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract and this is not a sale by sample.

4. **DELIVERY**

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Buyer's premises.

4.2 Any dates specified by the Company for delivery of the Goods or performance of the Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or performance of the Services (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.4 If for any reason the Buyer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.5 The Buyer shall provide at the delivery point adequate and appropriate equipment and manual labour for loading the Goods.

4.6 The Company may deliver the Goods by separate instalments. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. **NON-DELIVERY/CLAIMS FOR PILFERAGE**

5.1 The quantity of any consignment of Goods, as recorded by the Company on dispatch from the Company's place of business, shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Do not sign for goods 'unexamined' as carriers regard this as a clear signature. If the goods appear pilfered, telephone us immediately. No claims will be considered after 48 hours from time of delivery. Confirmation in writing is required for all shortages. As regards damage, see clause 9.4.

5.3 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received.

5.4 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. **RISK AND RETENTION OF TITLE**

6.1 The Goods are at the risk of the Buyer from the time of delivery. Therefore, where the Company is delivering to the Buyer, the Company accepts responsibility for the safety of the Goods while in transport. This is subject, however, to the following conditions:

- (a) that the Goods are not refused by the Buyer (if they are, the responsibility for the goods in transit rests with the Buyer for both the outbound and the return journey);
- (b) that the Buyer gives the Company all the necessary authority and assistance to claim against the carrier;
- (c) that the Company's responsibility ceases upon delivery, and signature to the carrier is conclusive proof of the same.

6.2 Notwithstanding delivery and the passing of risk in the Products or any other provision of the Contract the property in the Products shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due together with any interest or other sums payable under the relevant contract in respect of the Goods and such other goods.

6.3 Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Seller and third parties and properly stored, protected, insured and identified as the Company's property and shall not without the Company's written consent sell, assign, pledge, mortgage, charge, let or part with possession or otherwise dispose of the Goods or any part of them.

- 6.4 Until such time as the property in the Goods passes to the Buyer the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 6.5 The Buyer may not resell the Goods before ownership has passed to it. If, in breach of this clause, the Buyer resells the Goods it shall be deemed to have done so solely on the following conditions: any sale shall be effected in the ordinary course of the Buyer's business at full market value; and any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.6 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or enters into liquidation (whether voluntary or compulsory) except for the purpose only of reconstruction or amalgamation, or has a receiver and/or administrator appointed of its undertaking or any part thereof, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - (c) the Buyer encumbers or in any way charges any of the Goods.
- 6.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract the Company's (but not the Buyer's) rights contained in this clause shall remain in effect.
7. **PRICE**
- 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out on the invoice the date of delivery or deemed delivery; and the price for Services shall be the Company's standard charges as published from time to time.
- 7.2 The Company shall be entitled to charge for time and costs wasted, for example by the Buyer ordering Goods or Services and not following the Company's instructions on how to prepare for a visit by the Company.
- 7.3 The price is exclusive of any value added tax. Unless otherwise stated, the price will include all costs or charges in relation to packaging, loading, unloading, carriage and insurance.

8. **PAYMENT**

- 8.1 Unless otherwise agreed by the Company in writing, payment is due in pounds sterling and in cleared funds on the date of delivery. The Company may, however, require payment in advance. Time for payment is of the essence.
- 8.2 If any cheque payable to the Company fails to meet the bank's requirements on first presentation, a charge of £25.00 will be applied to defray costs.
- 8.3 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other term of the Contract.
- 8.4 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.5 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company under the Late Payment of Commercial Debts (Interest) Act 1998. At the Company's sole option, the Company may instead charge interest from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.
- 8.6 If the Buyer fails to pay the Company any sum due within 60 days from the date of invoice the Company shall also be liable to pay on a solicitor and own client basis all legal costs and disbursements incurred from such date by the Company in seeking to recover overdue accounts or any part thereof such costs either to be added to the Buyer's running account balance or to be paid within 30 days of notification by the Company.

9. **QUALITY/RETURNS**

- 9.1 The Buyer may not return Goods without the Company's written consent. The company is under no obligation to accept the return of Goods except as provided in this clause 9.
- 9.2 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 9.3 The Company warrants that (subject to the other provisions of these conditions) on delivery, and for a period of 12 months from the date of delivery, the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - (b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- 9.4 The Company shall not be liable for a breach of any of the warranties in condition 9.3 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 48 hours of the time when the Buyer discovers or ought to have discovered the defect (damage should be noted on the delivery note); and

- (b) the Company is given a reasonable opportunity, after receiving the said notice, of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

9.5 The Company shall not be liable for a breach of any of the warranties in condition 9.3 if:

- (a) the Buyer makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Buyer alters or repairs such Goods without the written consent of the Company.

9.6 Subject to condition 9.4 and condition 9.5, if any of the Goods do not conform with any of the warranties in condition 9.3 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.

9.7 If the Company complies with condition 9.6 it shall have no further liability for a breach of any of the warranties in condition 9.3 in respect of such Goods.

9.8 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 8 month period.

10. **LIMITATION OF LIABILITY**

10.1 Subject to conditions 4, 5 and 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any breach of these conditions, any use made or resale by the Buyer of any of the Goods or of any product incorporating any of the Goods, and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.2 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

10.3 Subject to condition 10.1:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or

contemplated performance of the Contract shall, in respect of Goods, be limited to twice the value of the Goods and/or Services which are the subject of the claim; and

- (b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. **ASSIGNMENT**

- 11.1 The Company may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. **FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. **DATA PROTECTION NOTICE**

- 13.1 Please note the following regarding the Data Protection Act 1998. We may transfer information about you to our bankers/financiers for the purposes of providing services for the following reasons: obtaining credit insurance; making credit reference agency searches; credit control; assessment and analysis (including credit scoring, product and statistical analysis); securitisation; protecting our interests.

- 13.2 We will provide you with details of our bankers/financiers and those of any credit reference agencies used, on request.

14. **GENERAL**

- 14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

- 14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity etc., be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 14.3 Failure or delay by the Company in enforcing any part of the Contract shall not be construed as a waiver of any of its rights under the Contract.

14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

14.5 No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.6 All aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

15. **TERMINATION**

15.1 A party shall be entitled to terminate the Contract with immediate effect by giving notice in writing to the other party if

(a) the other party commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(b) the other party suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent or unable to pay its debts as they fall due for payment, or admits inability to pay its debts; or enters into any composition or arrangement with its creditors; or an order is made, or a resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of the other party; or any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the other party or any part of its business or assets; or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or any similar event occurs, or similar proceeding is taken, with respect to the other party in any jurisdiction; or the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business.

16. **COMMUNICATIONS**

16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by email or pre-paid first class post to the principal place of business of the recipient, or such other address as may be notified in writing by that party as its address for service. Communications addressed to the Company shall be marked for the attention of Linda Teather.

16.2 Communications shall be deemed to have been received: (a) if sent by pre-paid first class post, two working days after posting (exclusive of the day of posting); or (b) if delivered by hand, on the day of delivery; or (c) if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.